

THE HON'BLE SRI JUSTICE GODA RAGHURAM

W.P.No. 6705 of 2007

03-04-2007

Between:-

K. Chandrasekhar Raju

Petitioner

And

The General Manager,
South Central Railway,
Rail Nilayam, Lalaguda,
Secunderabad and another.

Respondents

THE HON'BLE SRI JUSTICE GODA RAGHURAM

W.P.No. 6705 of 2007

Oral order:

By the impugned order dated 05-01-2007, the second respondent terminated the contract with effect from 04-04-2007 giving the petitioner three months' notice in terms of clause 3 (b) of the agreement dated 08-05-2006, governing the relationship between the parties duly forfeiting the security deposit.

The petitioner entered into a contract with the respondent-railways under an agreement dated 08-05-2006 for running a Vehicle Parking Stand at the Necklace Road Railway Station, Hyderabad. Clause 13 of the agreement between the parties incorporates an arbitration clause. There is thus an arbitral remedy available to the petitioner. The contract is also not a statutory contract

and the disputes that have arisen between the petitioner and respondents relate to a post-threshold stage of such non-statutory contract.

In the circumstances, no case is made out for grant of the discretionary relief under Article 226 of the Constitution of India. The writ petition is accordingly dismissed. The petitioner is however at liberty to avail the appropriate alternative remedies either before the arbitrator or before the civil Court of competent jurisdiction. No costs.

GODA RAGHURAM, J

Dated:03-04-2007

Pvks/*